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OF COUNSEL
URBAN A. LESTER

September 5, 2002

RECORDATION NO. 19572-F FILED

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

SEP 5 '02 3-58 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Instrument of Assumption and Resignation, dated as of August 30, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Mobil Oil Corporation Trust 95-1 which was previously filed with the Board under Recordation Number 19572.

The names and addresses of the parties to the enclosed document are:

Old Owner Trustee: (Assignor)	ATEL Leasing Corporation 235 Pine Street San Francisco, CA 94104
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New Owner Trustee: (Assignee)	Wells Fargo Bank Northwest, N.A. 79 South Main Street Salt Lake City, CA 94104
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A description of the railroad equipment covered by the enclosed document is:

Schedule 1: 80 railcars within the series MBLX 2700 – MBLX 2705 and MBLX 34193 – MBLX 34270

Mr. Vernon A. Williams
September 5, 2002
Page Two

A short summary of the document to appear in the index follows:

Memorandum of Instrument of Assumption and Resignation

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 19572-F FILED

SEP 5 '02 3:58 PM

MEMORANDUM OF INSTRUMENT OF ASSUMPTION AND RESIGNATION
SURFACE TRANSPORTATION BOARD

Memorandum of Instrument of Assumption and Resignation made and entered into as of AUGUST 30, 2002, by and among ATEL LEASING CORPORATION, as Owner Trustee, WELLS FARGO BANK NORTHWEST, N.A., as New Trustee, ATEL CASH DISTRIBUTION FUND V, L.P., as Old Trustor, and JOHN HANCOCK LEASING CORPORATION, as New Trustor.

The undersigned have entered into that certain Instrument of Assumption and Resignation, dated as of AUGUST 30, 2002, under which ATEL Leasing Corporation ("Owner Trustee"), not in its individual capacity but as owner trustee under that certain Mobil Oil Corporation Trust 95-1 (the "Trust") established pursuant to that certain Trust Agreement dated as of July 15, 1995, between ATEL Leasing Corporation, as Owner Trustee, and ATEL Leasing Corporation as Initial Trustor, resigned as owner trustee of the Trust effective AUGUST 30, 2002 and Wells Fargo Bank Northwest, N.A., was appointed, not in its individual capacity but as substitute owner trustee of the Trust (in such capacity, "New Trustee"), and New Trustee assumed all of Owner Trustee's right, title, interest in and under the Trust and all obligations to be performed as owner trustee under the Trust after such date including all of Owner Trustee's right, title and interest in and to that railroad equipment described on Exhibit A hereto and such obligations under those agreements identified on Exhibit B hereto including but not limited to those to Thrivent Financial for Lutherans, f/k/a Aid Association for Lutherans.

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective duly authorized officers as of the date and year first above written.

NEW TRUSTEE:

WELLS FARGO BANK NORTHWEST, N. A., in its capacity as substituted Owner Trustee

By: 

Name: _____

Title: _____

Nancy M. Dahl
Vice President

OWNER TRUSTEE:

ATEL LEASING CORPORATION, in its capacity as former Owner Trustee

By: _____

Name: _____

Title: _____

MEMORANDUM OF INSTRUMENT OF ASSUMPTION AND RESIGNATION

Memorandum of Instrument of Assumption and Resignation made and entered into as of August 30, 2002, by and among ATEL LEASING CORPORATION, as Owner Trustee, WELLS FARGO BANK NORTHWEST, N.A., as New Trustee, ATEL CASH DISTRIBUTION FUND V, L.P., as Old Trustor, and JOHN HANCOCK LEASING CORPORATION, as New Trustor.

The undersigned have entered into that certain Instrument of Assumption and Resignation, dated as of August 30, 2002, under which ATEL Leasing Corporation ("Owner Trustee"), not in its individual capacity but as owner trustee under that certain Mobil Oil Corporation Trust 95-1 (the "Trust") established pursuant to that certain Trust Agreement dated as of July 15, 1995, between ATEL Leasing Corporation, as Owner Trustee, and ATEL Leasing Corporation as Initial Trustor, resigned as owner trustee of the Trust effective August 30, 2002 and Wells Fargo Bank Northwest, N.A., was appointed, not in its individual capacity but as substitute owner trustee of the Trust (in such capacity, "New Trustee"), and New Trustee assumed all of Owner Trustee's right, title, interest in and under the Trust and all obligations to be performed as owner trustee under the Trust after such date including all of Owner Trustee's right, title and interest in and to that railroad equipment described on Exhibit A hereto and such obligations under those agreements identified on Exhibit B hereto including but not limited to those to Thrivent Financial for Lutherans, f/k/a Aid Association for Lutherans.

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective duly authorized officers as of the date and year first above written.

NEW TRUSTEE:

WELLS FARGO BANK NORTHWEST, N. A., in
its capacity as substituted Owner Trustee

By: _____
Name: _____
Title: _____

OWNER TRUSTEE:

ATEL LEASING CORPORATION, in its capacity
as former Owner Trustee

By: Vasco H. Morais
Name: Vasco H. Morais, Esq.
Title: Senior Vice President

NEW TRUSTOR:

JOHN HANCOCK LEASING CORPORATION

By: David Santora
Name: DAVID SANTORA
Title: VICE PRESIDENT

OLD TRUSTOR

ATEL Cash Distribution Fund V, L.P.

By: ATEL Financial Services, LLC, its GP

By: ATEL Leasing Corporation, its Managing
Member

By: _____
Name: _____
Title: _____

NEW TRUSTOR:

JOHN HANCOCK LEASING CORPORATION


By: _____
Name: _____
Title: _____

OLD TRUSTOR

ATEL Cash Distribution Fund V, L.P.

By: ATEL Financial Services, LLC, its GP

By: ATEL Leasing Corporation, its Managing
Member

By:  _____
Name: **Vasco H. Morais, Esq.**
Title: **Senior Vice President**

State of Utah}

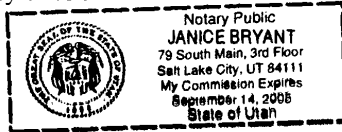
SS.

County of Salt Lake}

Subscribed and sworn to before me this 30 day of August, 2002, by

Nancy M. Dahl
Name of Signer(s)

Janice Bryant
Signature of Notary Public



(Notarial Seal)

(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation

dated 8/30/02)

State of _____}

SS.

County of _____}

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2002, by

Name of Signer(s)

Signature of Notary Public

(Notarial Seal)

(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation

dated _____)

State of California }

SS.

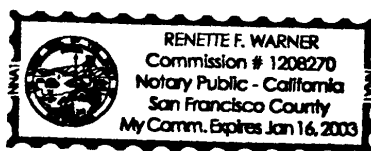
County of San Francisco }

Subscribed and sworn to (or affirmed) before me this 30th day of August, 2002, by

Vasco R. Harris
Name of Signer(s)

Renette F. Warner
Signature of Notary Public

(Notarial Seal)



(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation

dated 8/30/02)

State of _____ }

SS.

County of _____ }

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2002, by

Name of Signer(s)

Signature of Notary Public

(Notarial Seal)

(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation

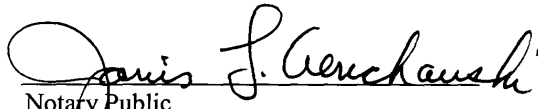
dated _____)

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On the 30 day of August, 2002, before me, the undersigned, a notary public in and for said state, personally appeared David J. Santom, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Vice President of John Hancock Leasing Corporation, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.


Notary Public

JANIS L. GENCHAUSKI
Notary Public
My Commission Expires December 3, 2004

Exhibit A

Equipment Leased Under Equipment Schedule No. 1 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
40	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34233	275.92	76,090.00	10/1/15
41	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34234	275.92	76,090.00	10/1/15
42	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34235	275.92	76,090.00	10/1/15
43	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34237	275.92	76,090.00	10/1/15
44	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34238	275.92	76,090.00	10/1/15
45	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34239	275.92	76,090.00	10/1/15
46	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34240	275.92	76,090.00	10/1/15
47	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34241	275.92	76,090.00	10/1/15
48	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34244	275.92	76,090.00	10/1/15
49	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34245	275.92	76,090.00	10/1/15
50	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34248	275.92	76,090.00	10/1/15
51	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34250	275.92	76,090.00	10/1/15
52	05MOBI2001	TRINITY	26,000-GALLON ECI/ TANK CAR	11A00W1	MBLX2700	353.18	97,397.00	10/1/15
53	05MOBI2001	TRINITY	26,000-GALLON ECI/ TANK CAR	11A00W1	MBLX2701	353.18	97,397.00	10/1/15
54	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34223	275.92	76,090.00	10/1/15
55	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34242	275.92	76,090.00	10/1/15
56	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34243	275.92	76,090.00	10/1/15
57	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34246	275.92	76,090.00	10/1/15
58	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34247	275.92	76,090.00	10/1/15
59	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34249	275.92	76,090.00	10/1/15
60	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34251	275.92	76,090.00	10/1/15
61	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34252	275.92	76,090.00	10/1/15
62	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34254	275.92	76,090.00	10/1/15
63	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34255	275.92	76,090.00	10/1/15
64	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34256	275.92	76,090.00	10/1/15
65	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34257	275.92	76,090.00	10/1/15
66	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34258	275.92	76,090.00	10/1/15
67	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34259	275.92	76,090.00	10/1/15
68	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34260	275.92	76,090.00	10/1/15
69	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34261	275.92	76,090.00	10/1/15
70	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34263	275.10	75,865.00	10/1/15
71	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34264	275.10	75,865.00	10/1/15
72	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34266	275.10	75,865.00	10/1/15
73	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34267	275.10	75,865.00	10/1/15
74	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34268	275.10	75,865.00	10/1/15
75	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34269	275.10	75,865.00	10/1/15
76	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	112J340W	MBLX34270	275.10	75,865.00	10/1/15
77	05MOBI2001	TRINITY	26,000-GALLON ECI/ TANK CAR	11A00W1	MBLX2702	351.45	96,922.50	10/1/15
78	05MOBI2001	TRINITY	26,000-GALLON ECI/ TANK CAR	11A00W1	MBLX2703	351.45	96,922.50	10/1/15

Equipment Leased Under Equipment Schedule No. 1 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
79	05MOBI2001	TRINITY	26,000-GALLON ECO TANK CAR	11A00W1	MBLX2704	351.45	96,922.50	10/1/15
80	05MOBI2001	TRINITY	26,000-GALLON ECO TANK CAR	11A00W1	MBLX2705	351.45	96,922.50	10/1/15
						<u>22,527.41</u>	<u>6,212,519.00</u>	
CASUALTY								
	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34236	275.92	76,090.00	

Equipment Leased Under Equipment Schedule No. 2 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
1	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34358	255.09	76,656.00	1/1/16
2	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34359	255.18	76,656.00	1/1/16
3	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34362	255.18	76,656.00	1/1/16
4	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34366	255.18	76,656.00	1/1/16
5	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34370	255.18	76,656.00	1/1/16
6	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34371	255.18	76,656.00	1/1/16
7	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34372	255.18	76,656.00	1/1/16
8	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34373	255.18	76,656.00	1/1/16
9	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34375	255.18	76,656.00	1/1/16
10	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34379	255.18	76,656.00	1/1/16
11	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34382	255.18	76,656.00	1/1/16
12	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34383	255.19	76,656.00	1/1/16
13	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34384	255.19	76,656.00	1/1/16
14	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34385	255.19	76,656.00	1/1/16
15	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34386	255.19	76,656.00	1/1/16
16	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34387	255.18	76,656.00	1/1/16
17	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34389	255.18	76,656.00	1/1/16
18	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34390	255.18	76,656.00	1/1/16
19	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34391	255.18	76,656.00	1/1/16
20	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34392	255.18	76,656.00	1/1/16
21	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34393	255.18	76,656.00	1/1/16
22	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34394	255.18	76,656.00	1/1/16
23	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34395	255.18	76,656.00	1/1/16
24	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34396	255.18	76,656.00	1/1/16
25	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34397	255.18	76,656.00	1/1/16
26	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34399	255.18	76,656.00	1/1/16
27	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34400	255.18	76,656.00	1/1/16
28	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34401	255.18	76,656.00	1/1/16
29	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34403	255.18	76,656.00	1/1/16
30	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34405	255.18	76,656.00	1/1/16
31	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34407	255.18	76,656.00	1/1/16
32	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34408	255.18	76,656.00	1/1/16
33	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34409	255.18	76,656.00	1/1/16
34	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34410	255.18	76,656.00	1/1/16
35	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34411	255.18	76,656.00	1/1/16
36	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34412	255.18	76,656.00	1/1/16
37	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34413	255.18	76,656.00	1/1/16
38	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34415	255.18	76,656.00	1/1/16
39	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBL X34416	255.18	76,656.00	1/1/16

Equipment Leased Under Equipment Schedule No. 2 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
40	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112J340W	MBLX34419	255.18	76,656.00	1/1/16
41	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112J340W	MBLX34420	255.18	76,656.00	1/1/16
42	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112J340W	MBLX34424	255.18	76,656.00	1/1/16
43	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112J340W	MBLX34426	255.18	76,656.00	1/1/16
44	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112J340W	MBLX34427	255.18	76,656.00	1/1/16
45	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112J340W	MBLX34428	255.18	76,656.00	1/1/16
46	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	112J340W	MBLX34430	255.18	76,656.00	1/1/16
47	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27000	197.88	59,443.00	1/1/16
48	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27001	197.88	59,443.00	1/1/16
49	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27002	197.88	59,443.00	1/1/16
50	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27003	197.88	59,443.00	1/1/16
51	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27005	197.88	59,443.00	1/1/16
53	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27006	197.88	59,443.00	1/1/16
54	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27007	197.88	59,443.00	1/1/16
55	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27008	197.88	59,443.00	1/1/16
56	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27009	197.88	59,443.00	1/1/16
57	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27010	197.88	59,443.00	1/1/16
58	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27011	197.88	59,443.00	1/1/16
59	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27012	197.88	59,443.00	1/1/16
60	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27013	197.88	59,443.00	1/1/16
61	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27014	197.88	59,443.00	1/1/16
62	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27015	197.88	59,443.00	1/1/16
63	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27016	197.88	59,443.00	1/1/16
64	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27017	197.88	59,443.00	1/1/16
65	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27018	197.88	59,443.00	1/1/16
66	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27019	197.88	59,443.00	1/1/16
67	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27020	197.88	59,443.00	1/1/16
68	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27021	197.88	59,443.00	1/1/16
69	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27022	197.88	59,443.00	1/1/16
70	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27023	197.88	59,443.00	1/1/16
71	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27024	197.88	59,443.00	1/1/16
72	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27025	197.88	59,443.00	1/1/16
73	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27026	197.88	59,443.00	1/1/16
74	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27027	197.88	59,443.00	1/1/16
75	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27028	197.88	59,443.00	1/1/16
76	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27029	197.88	59,443.00	1/1/16
77	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27030	197.88	59,443.00	1/1/16
78	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27031	197.88	59,443.00	1/1/16
79	05MOB12002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBLX27031	197.88	59,443.00	1/1/16

Equipment Leased Under Equipment Schedule No. 2 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	DEC	Maturity Date
80	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27032	197.88	59,443.00	1/1/16
81	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27033	197.88	59,443.00	1/1/16
82	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27034	197.88	59,443.00	1/1/16
83	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27035	197.88	59,443.00	1/1/16
84	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27036	197.88	59,443.00	1/1/16
85	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27037	197.88	59,443.00	1/1/16
86	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27038	197.88	59,443.00	1/1/16
87	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27039	197.88	59,443.00	1/1/16
88	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27040	197.88	59,443.00	1/1/16
89	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27041	197.88	59,443.00	1/1/16
90	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27042	197.88	59,443.00	1/1/16
91	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27043	197.88	59,443.00	1/1/16
92	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27044	197.88	59,443.00	1/1/16
93	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27045	197.88	59,443.00	1/1/16
94	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27046	197.88	59,443.00	1/1/16
95	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27047	197.88	59,443.00	1/1/16
96	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27048	197.88	59,443.00	1/1/16
97	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27049	197.88	59,443.00	1/1/16
						<u>21,689.53</u>	<u>6,515,539.00</u>	
CASUALTY								
52	05MOBI2002	TRINITY INDUSTRIES	26,956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27004	197.88	59,443.00	1/1/16

Exhibit B

Master Lease Agreement MOBI2 dated as of July 15, 1995 (the "Master Lease") between Owner Trustee, as Lessor, and EXXONMOBIL OIL CORPORATION, formerly known as Mobil Oil Corporation ("Lessee"), and (i) Equipment Schedule No. 1, dated as of October 1, 1995, as modified by Riders Nos. 1, 2, 3 and 4 to Equipment Schedule No. 1, and (ii) Equipment Schedule No. 2, dated as of January 1, 1996 as modified by Riders Nos. 1, 2, 3 and 4 to Equipment Schedule No. 2, which Equipment Schedule Nos. 1 and 2 each incorporate by reference the terms and conditions of the Master Lease and each constitutes a separate and independent Lease, respectively, ("Lease No. 1" and "Lease No. 2") with respect to which:

an Amended and Restated Memorandum of Lease and Assignment, dated as of November 30, 1995 with respect to Lease No. 1, was filed under Recordation Number 19572-B;

a Memorandum of Lease and Assignment, dated as of January 15, 1996 with respect to Lease No. 2, was filed under Recordation Number 19905;

Security Agreement dated as of November 30, 1995 between Owner Trustee, in favor of AID ASSOCIATION FOR LUTHERANS, a fraternal benefit society formed under the laws of the state of Wisconsin, and its successors and assigns ("Lender") with respect to Lease No. 1 with respect to which a Memorandum of Security Agreement, dated as of November 30, 1995, between Owner Trustee, Debtor, and Lender, Secured Party, was filed under Recordation Number 19572-D;

Assignment of Lease and Rents, dated as of November 30, 1995, between Owner Trustee, Assignor, and Lender, Assignee, filed under Recordation Number 19572-E;

Security Agreement dated as of January 15, 1996 between Owner Trustee, in favor of Lender with respect to Lease No. 2 with respect to which a Memorandum of Security Agreement, dated January 15, 1996, was filed under Recordation Number 19905-A; and

Assignment of Lease and Rents, dated as of January 15, 1996, between Owner Trustee, Assignor, and Lender, Assignee, filed under Recordation Number 19905-B.